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8 OPERATING ENGINEERS HEALTH
AND WELFARE TRUST FUND, et al.
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11 UNITED STATES DISTRICT COURT
12 FOR THE NORTHERN DISTRICT OF CALIFORNIA

13 GIL CROSTHWAITE, et al., as Trustees of the
14 OPERATING ENGINEERS HEALTH AND
WELFARE TRUST FUND FOR NORTHERN
15 CALIFORNIA, et al.,

16 Plaintiffs,

17 v.

18 JOLANDCO, INC.,

19 Defendant.

Case No.: C08-1560 MHP

**REQUEST FOR ENTRY OF JUDGMENT;
DECLARATION OF MURIEL B. KAPLAN
IN SUPPORT THEREOF**

20 I, Muriel B. Kaplan, declare:
21

22 1. I am the attorney of record for plaintiffs herein.

23 2. On June 26, 2008, plaintiffs filed a Notice of Voluntary Dismissal with the Court,
24 advising that Defendant had entered into a Stipulation for Entry of Judgment (“Stipulation”)
25 establishing a payment plan to satisfy the amounts owed by defendants to plaintiffs in this action.

26 A true and accurate copy of the Stipulation is attached hereto as *Exhibit A*.

27 3. The Stipulation was signed on June 20, 2008, by Christopher D. Johnson in his
28 capacity as President of Jolandco, Inc; Christopher D. Johnson in his capacity as President of Joco

1 Geospacial (aka Joco Geospacial); and Christopher D. Johnson, as personal guarantor.

2 4. Under paragraph 3(a) of the Stipulation, defendant was required to make an initial
3 payment of \$5,473.00 upon execution of the Stipulation. Defendant failed to make the required
4 payment and furthermore did not respond to plaintiffs' demand for payment allowing ten days to
5 cure said default, as required by paragraph 7 of the Stipulation.

6 5. Defendant then failed to make the stipulated payment of \$5,473.00 due to be
7 received by plaintiffs on or before July 15, 2008, as required by paragraph 3(a) of the Stipulation.

8 6. In accordance with paragraph 6 of the Stipulation, defendant "is considered to be in
9 default of this Stipulation" if any required payment is not received timely.

10 7. In the event of default and failure by defendant to cure such default, paragraph 7(a)
11 specifically authorizes plaintiffs to file the Stipulation with the Court for the purpose of having
12 Judgment entered. Paragraph 7(d) provides that defendant waives notice of entry of judgment and
13 expressly waives all rights to stay of execution and appeal.

14 8. In accordance with paragraph 7(a) of the Stipulation, the entire balance of
15 \$110,590.12, plus interest that accrues at the rate of 12% per annum, becomes due and owing
16 upon default. Interest will continue to accrue at the rate of 12% per annum until the balance is
17 paid.

18 9. Further in accordance with paragraph 7(a) of the Stipulation, additional unpaid
19 contributions, including liquidated damages and interest, shall also be immediately due and
20 payable. Defendant has now failed to report or pay contributions due for the months of May 2008
21 and June 2008. In accordance with Trust Fund policy, the average of the previously reported three
22 months is used to estimate unreported months. Thus, May 2008 and June 2008 contributions are
23 each estimated at \$4,929.7, the average of February 2008 through April 2008 contributions, as
24 shown on the attached *Exhibit B*, which is a true copy of the Trust Fund report of defendant's
25 delinquent account. Liquidated damages of 20% are assessed on those estimates, and 12% per
26 annum interest is assessed on the combined contributions and liquidated damages, in accordance
27 with Trust Funds policy. The amounts will be adjusted at such time that reports are received.

28 10. In accordance with paragraph 7(b) of the Stipulation, additional attorneys' fees

incurred shall be added to the total amount due.

11. The amounts due under the Stipulation for Entry of Judgment are therefore as follows:

Amount due under Stipulation		\$110,590.12
12% p/a interest due on Stipulation (6/20/08-7/21/08)		\$1,127.11
5/08 contributions (est.)	\$4,929.76	
20% LDs on estimated 5/08 contributions	\$985.95	
12% p/a interest on estimated 5/08 contributions/LDs (6/15/08-7/29/08)	\$87.12	
		\$6,002.83
5/08 contributions (est.)	\$4,929.76	
20% LDs on estimated 5/08 contributions	\$985.95	
12% p/a interest on estimated 5/08 contributions/LDs (7/15/08-7/29/08)	\$29.04	
		\$5,944.75
Attorneys fees (6/1/08-7/21/08)		\$7,442.00
Cost of Suit (filing & service of Complaint)		\$612.00
TOTAL		\$131,718.81

I declare under penalty of perjury that the foregoing is true of my own knowledge and if called upon I could competently testify thereto.

Executed this 30th day of July, 2008, at San Francisco, California.

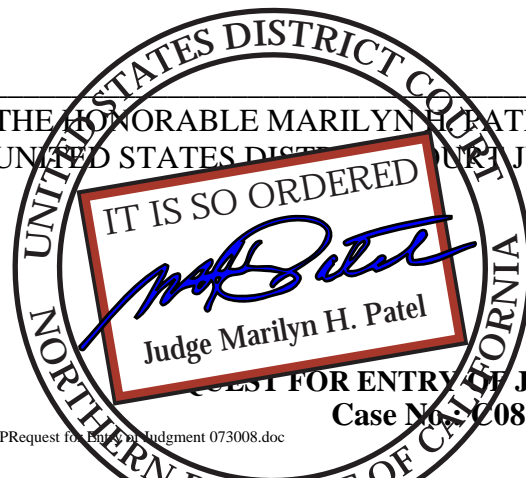
/s/
Muriel B. Kaplan

IT IS SO ORDERED.

Judgment is hereby entered against Jolandco, Co., Joco Geospacial, and Christopher D. Johnson in the amount of \$131,718.81 including interest through July 29, 2008 and continuing thereafter at the interest rate of 12% per annum through the date of satisfaction of Judgment.

Dated: August 1, 2008

THE HONORABLE MARILYN H. PATEL
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA



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PROOF OF SERVICE
Case No.: C08-1560 MHP